### Supreme Court.

L. KEELIEGLANI | In Equity. JAMES ROBINSON. On Appeal.

Justice ROBERTSON delivered the judgment of the Court as fol-It appears that on the 11th day of January, 1827, the late high Chief Kalaimoku, and the respondent, Mr. James Robinson, en-tered into a written agreement, under seal, which reads as fol-

"Know all men by these presents, that I, Karaimoku, com-monly called William Pitt, Esquire, do hereby assign unto James Robinson, his heirs, executors, administrators and assigns, one half of the wharf commonly called the King's Wharf, situated near the Southwest angle of the Fort in Honolulu, extending in near the Southwest angle of the Fort in Honolulu, extending in front one hundred yards or theresbout, and running back one hundred yards or theresbout, on the following conditions:

"First. The said James Robinson doth hereby bind himself, his heirs, executors, administrators and assigns, to pay one half of all the expenses incurred in altering, repairing or improving the said wharf, and to pay to Karaimoku, his heirs, executors, administrators and assigns, one half of all the monies received for the use of the said wharf and premises; and I, Karaimoku, do hereby agree to pay one half of all the expenses incurred in altering, repairing and improving the said wharf, and we do heretering, repairing and improving the said wharf, and we do here-by bind ourselves, our beirs, executors, administrators and assigns, to fulfill the above agreement.

"Given under our respective hands and seals, at Honolulu, this 11th day of January, in the year of our Lord 1827. KARAIMOKU,

JAMES ROBINSON, [L. S.] "Witness: "Francisco de Paulo Marin."

About the time the foregoing deed was executed, and in pursuance thereof, the respondent entered into possession of the en-tire premises therein described, and he has ever since continued to occupy and use said premises, with the exception of a part thereof taken possession of by the Government a few years after the date of the deed, and in lieu of which, it is alleged by the complainant, an addition was made to the original premises in the year 1851, of an adjoining piece of land, not embraced in the above deed, which the respondent has occupied and used since

It is admitted that the respondent has received rents and profits, to a large amount, from the use and occupancy of the premises described in the deed, and also from that afterwards added; ses described in the deed, and also from that afterwards added; and it appears that he has at divers times made payments of sums of money, to those who claimed to be the legal representatives of Kalaimoku, on account of their share under the agreement, but that no final accounting or settlement has at any time been made by the respondent. The complainant therefore, setting up in her bill that she is now the lawful representative of Kalaimoku, prays that the respondent may be required to account to her, as the party entitled to a share of the rents and profits.

It appears that Kalaimoku died, on the island of Hawaii, about the month of October, 1827, and it is alleged that he left as his only son and heir, the late Gov. William Pitt Lelciohoku, who died in the year 1848, leaving, it is alleged, as his only son and heir, the late John Pitt Kinau, who died in the year 1859, being still a minor and without issue, and whose estate, it is admitted, was inherited by his mother, the complainant, as his heir at

At a former stage of the cause, it was decided by the Court that the respondent could not be permitted to dispute the title of Kalaimoku to the land in question, but, as I took occasion to say when ruling upon the first demurrer, the respondent may well dispute, in my opinion, the right of any other party claiming an account of rents and profits, as the inheritor of Kalaimoku's interest in the land, and of his rights under the agreement of IS27. By that agreement Kalaimoku conveyed to Mr. Robinson an undivided half of the land, and created a tenancy in common in the premises, the estate of the respondent, however, being per-haps defeasible. It is quite possible that to-day the estate of Kalaimoku, including the right of reverter in that granted to Mr. Robinson, if his title is defeasible, might be the property of one person, while the present enjoyment of the share of rents and profits, under the agreement, might be the property of another. It seems to us, therefore, that two questions arise under this branch of the case, as presented by the pleadings, viz.: Is the complainant the inheritor of the estate of Kalaimoku in the premises in question? and is she the party presently entitled to a share of the rents and profits? The last question seems to us even more important than the first, for as there is no privity of estate between the parties as tenants in common, (Blackstone's Com., Book 2, chap. 12; Kent's Com., Vol. 4, p. 385), it is by reason of the privity of contract that the respondent is bound to account to whoever is the lawful representative of Kalaimoku. If the complainant has made out a sufficient prima facie case in favor of her being now the tenant in common of respondent, and as such entitled to share in the profits, the burden is thrown upon the respondent to rebut complainant's claim, and if he fails in doing so, she must take a decree against him for an account. At the hearing, respondent admitted it to be clearly proven, that William Pitt Leleiohoku was the son, and, so far as appears, the only child of Kalaimoku, but contended that the fact of his being such did not necessarily make him the heir of his father's property, inasmuch as at the time of Kalaimoku's death there was no fixed or uniform law of inheritance in this Kingdom, by force of which a son inherited of course, as heir of his father. A considerable amount of valuable testimony has been presented touching this point, and upon a careful review thereof, we are of opinion that the respondent is right in his position, and that in the year 1827 there was no fixed or uniform law of inheritance in the Kingdom, such as has existed here for the last twelve or fifteen years. At the same time, however, it seems abundantly clear, that among the higher class of Chiefs at least, the possession and use of lands usually descended from one set or genera-tion of holders to another. That is to say, upon the death of a landholder the possession of his lands was not ordinarily resumed or appropriated by the King. The fact of a general transmission of the possession of lands seems well established, although such transmission was not governed by well defined rules or uniform custom.

This brings us to the next point, for it is contended by the complainant that, as a matter of fact, Leleiohoku did inherit his father's interest in the premises occupied by the respondent, while on the other hand, it is contended that Kalaimoku, shortly before his death, made a verbal will, bequeathing his entire property to his neice, the late female Chief, Miriam Kekauonohi, Kekauonohi, although only what we call a cousin of Leleiohoku, was regarded, according to ancient Hawaiian ideas, as his sister, and it appears that Kalaimoku, in making a verbal disposi tion of his property, expressed his will that his lands should pa to Kekanonohi, who was older than Lelelohoku, and that Lelel hoku should be the kanaka living under her. Accordingly, it seems that subsequent to the death of Kalaimoku, Kekauonohi was regarded as having inherited his lands, but Leleiohoku par-ticipated with her in the enjoyment of their usufruct, and when the Great Division of 1848 arrived, Kekauonohi and Leielohoku made a private division of the lands inherited from Kalaimoku, previous to presenting themselves before the King as Aono-hikis.

It seems clear, too, that the wharf lot which forms the subject

of this controversy, never was looked upon as standing in the same light with the other property of Kalaimoku. It was treat-ed as a specialty from the beginning. Even before his death, Kalaimoku cautioned his turbulent rival Boki, in the presence of others, to abstain from interfering with the money to be derived from his agreement with Mr. Robinson, which he spoke of as belonging to his son Leleiohoku. It does not appear that the agreement ever came into the possession of Kekauonohi, but was carried to Hawaii by Kalaimoku, who gave it to Governor Kuakini, in whose charge also he left his son. Kuakini, after the death of Kalaimoku, confided the keeping of the deed to Levi Haalelea, who occupied the relation of a kaku to Leleiohoku, telling him it was the property of the child, and subsequently, when Leleiohoku sent Haalelea to ask for money from Kuakini, he replied that he had already given him money, or its equiva-lent, by giving him the deed. There can be no doubt that Leleiohoku was recognized by the late King as the inheritor of Kalai-moku's interest in the wharf premises, and entitled to the moneys accruing under the agreement. Upon one occasion Kekanono-hi received, with Leleioho ku's consent, a portion of a large sum of money paid by respondent upon an order from Leleiohoku, but there is no evidence to show that Kekauonohi ever considered herself as heir to the property in question, or its profits. She presented no claim to the wharf lot before the Land Commission, nor did she ever set up any title to it as against the heir of Leleiohoku, after his death, and Mr. Haalelea, her sole legatee states that this property is not included in her estate as devised to him. Further, it is alleged and admitted that Leleiohoku was always recognized by the respondent as heir of his father's rights under the agreement. It is true, as contended, that respondent might have recognized Leleiohoku and made payments to him as heir, through mistake, and the fact that he had done so should not prejudice him now, or be held to bind him to continue paying a share of the profits to a party not legally entitled to demand it. But the fact that Leleiohoku was recognized by the respondent, in common with other interested parties, for a great many years. taken in connection with all the circumstances attending this branch of the case, affords evidence irresistibly strong in favor of Leleiohoku being the heir. There can be no doubt, it seems to us, that whatever other property Kesauonohi may have in-herited from Kalaimoku, she never inherited his rights in Pa-

It is contended further, on the part of the respondent, that it is not clear that John Pitt Kinau inherited his father's rights in this property and contract, inasmuch as it does not appear that at the death of Leleiohoku in the year 1848, a compliance was made with the law of 7th June, 1839, respecting the descent of lands to heirs. (Old Laws, page 47, sec. 14). The law referred to enacted, in relation to lands which had been given to land agents (konobikis) by Kamehameha 1st and Kamehameha 9/1 that upon the death of any konohiki, his heir should render an account of the lands held by the deceased, and restore one-third of them to the King; and that if the heir suffered two months to elapse without presenting himself, or sending a written notice, he would be required to give up one half of his ancestor's lands. No compliance with the requirements of this law having been proven, it is argued that the Court cannot be aware what por-tion of Leleiohoku's lands were inherited by his son, and he may not have inherited Pakaka.

This objection is met in several ways. In the first place, as a matter of fact, it appears by the documents filed in Probate Court, during the settlement of Leleiohoku's estate, that Pakaka was included in the enumeration of his property, as presented before the Court and as acted upon by the guardian of the heir and the widow, in the adjustment of the widow's dower, and there is no evidence whatever that Pakaka, or any other part of Leleioho-ku's property, was claimed or resumed by the King. Indeed, in view of one of the provisions of the law of 1889, admitting that law to have been in force at the time of Leleiohoku's death, his heir was not obliged to restore any part of the lands held by his father. That provision, which was not adverted to during the argument, is to the effect that if the heir of the konohiki was his own child, he should not be required to restore one third of his ancestor's lands to the King, unless such heir had previously been enriched by being heir to some other Chief. This seems to us of itself a sufficient answer to the objection, for if necessary we think the Court, under the circumstances of this case, would feel bound to presume, until the contrary was shown, that if any such formality was requisite as that contended for, it had been

But it is cogently argued on the part of complainant, that the law of 7th June, 1839, was not in force at the time Leleiono-ku's death in 1848. This argument seems to us entitled to great weight, for while it is true that the chapter of the Old Laws which pealed by name in 1848, it is evident that some of the provisions of the second and third Acts of Kamehameha 3d are entirely inof the second and third Acts of Kamehameha 3d are entirely inconsistent with the tenor of that enactment. As early as 1846
provision was made for the establishment of judicial tribunals of
general jurisdiction, whose powers included among other things,
the functions of a court of probate; hence it is argued that upon
the passage of the second Act of Kamehameha 3d, it was plainly the intention of the King and Legislature to vest in the courts
the exercise of all the functions of a judicial character appertaining to this subject, which had previously been exercised by
the King, the Premier or the Governors. In the Act to organize
the Judiciary Department (3d Act of Kamehameha 3d), passed
in 1847, in which provision is made for the settling up of the estates of persons dving nossessed of property, whether testate or tates of persons dying possessed of property, whether testate or intestate, nothing whatever is said of reporting the death of a landholder or the names of the lands held by him, to the King or Premier, nor has any evidence been adduced to show that such formality has ever been deemed necessary since the passage

of, the Organic Acts.

Further, the institution in 1846 of a tribunal invested with the powers conferred upon the Board of Commissioners to quiet Land Titles, with the avowed intention of separating the previ-ously undivided rights of the King, Chiefs and Makazinanas, and of putting an end to the ancient system of land tenures, was

wholly inconsistent with the retention, on the part of the King, of the right to resume any portion of the lands held by a konohiki upon the occurrence of his death. Such right could no longer exist. The titles awarded by the Board were free of all burdens except that affecting certain classes of them, which were subject to the payment of a commutation to the Government, to render them allodial. Had the Board succeeded in completing its work within the period of two years originally allowed for the purpose, Leleiohoku would have had an award for his lands before he died, securing them to him in their entirety, either by name or by metes and bounds. Again, the Great Division of lands between the King and the konohikis, took place in February, 1848, some time before Leleiohoku's death, and the lands then granted to him by the King, were so granted without reservation of ed to him by the King, were so granted without reservation of any kind upon the part of His Majesty. In short, the establish-ment of the Land Commission by the King, and the Division of 1848, were, in our opinion, so clearly a repeal of the provision lied on in the law of 1839, that express words for that purpose

would have seemed superfluous.

The last and perhaps the most obviously conclusive argument urged against the objection raised by the respondent, under the law of 1839, is this: that said law, like the Division of 1848, had haw of 1859, is this: that said taw, like the Division of 1848, had no application to that species of landed property, which formed the subject-matter of the agreement between Kalaimoku and the respondent. We regard this argument as sound beyond question. The following remarks occur in the "Principles adopted by the Board of Commissioners to quiet Land Titles." (See Vol. 2 Statute Laws, page 84). "But between the ownership of lands for cultivation and mere building lots, there are often broad lines of divisation. More building lots were never bestowed by the for caltivation and mere building lots, there are often broad lines of distinction. Mere building lots were never bestowed by the King or lords for the purpose of being given out to tenants, as was uniformly the case with the lands suitable for cultivation. It follows, therefore, that (with some exceptions, which in all cases must be proved) in relation to building lots, there is no third class of persons having the rights of lords over tenants. The exceptions would be in those cases where individuals having received building lots from the King for their own particular use, those individuals have themselves, for some considerations expressed or implied, transferred such lots to third parties." We pressed or implied, transferred such lots to third parties." We may remark in passing, that this case is not within the exception, nor is the relation of Kalaimoku's representatives to the respondent that of a lord over a tenant, but, so far as concerns this Court, of one co tenant towards another. Kalaimoku did not transfer the entire lot to Mr. Robinson, but granted him an estate in it in common with himself. Governor Kekuanaoa, in his testimony, when speaking of the gift of Pakaka by Kaahu-manu to Kalaimoku, says: "This was not a land but a house lot and house lots never paid any tribute to the King, but lands did. Some house lots were given forever, and some not. That is the way that place (Pakaka) was given—to his heirs forever." Lastly, the language used in the law of 1839 is incompatible with the notion of its applicability to such lots. The Act speaks of na nina of the konohikis, narrowly translated in the English version as firms, given to the land agents. The language of either version, as well as the whole tenor of the law itself, excludes the idea of its application to town lots or wharf lots.

After what has been said, there can be no doubt that John Pitt inherited his father's rights in Pakaka, and as it is admitted that the property of the same the first ones. that complainant inherited the rights of her son, the first ques-tion we proposed is satisfactorily answered in favor of complain

int. Let us proceed to examine the second.

Having enforced the last argument, derived from the peculiar nature of the property involved, as against the position taken by the respondent under the law of 1839, we will now endeavor to show that the same line of argument is equally conclusive a against the next point made by the defence. It appears that is the Division of 1848, the land called Waikahalulu, within the ancient boundaries of which Pakaka is situated, was granted by the King to Queen Kalama, and her title was subsequently further perfected. Under the general rule, that the party hold ing an award or patent for an ahupuan is the owner of all the land embraced within its boundaries, except such portions of it as have been awarded by the Land Commission to other persons, it is contended by counsel for the respondent, that unless the complainant has shown that Pakaka was awarded by the Land Commission to Leleiohoku or Pitt Kinau, the fee of that lot has become vested in the Queen Dowager as a part of Waikahalulu, and that in consequence she, and not the complainant, is now the owner of the rights formerly possessed by Kalaimoku and Leleioloku. This argument would be entitled to weight if the rule relied upon could be held to apply in this case; but we must hold the reverse. In our opinion upon the grant of Pakaka to Kalaimoku, by Kaalumanu, which was the same as a grant from the King, it ceased forever to form a part of Waikahalulu as held by the konohiki. Pakaka, part of which was known as the King's Wharf, thenceforward became, like many other town lots situated within the natural boundaries of Waikahalulu, a portion of a new class of real property which was not covered by the law of 1839, the Great Division, nor the rules affecting the ordinary kuleanas. A part of the remarks already quoted from the Principles of the Land Commission, may be cited here again: "It follows, therefore, that (with some exceptions, which in all cases must be proved) in relation to building lots, there is no third class of persons having the rights of lords over tenants." The Queen Dowager, in her capacity of konohiki of Walkahalulu, coul I not have been recognized as a counter claimant for Pakaka, before the Board If such a lot escheats for want of heirs, it escheats to the State, and not to the ancient kon-hiki. The commutation payable upon town lots awarded by the common free-hold titles, is payable to the Government, and not to the lord of the Ahupuaa. In our opinion, if to-day the title which Kalaimoku formerly possessed in Pakaka is not legally vested in his heirs, it might be recovered by the Hawaiian Government, but never by the lord of Waikahaiulu.

At the hearing, counsel for the respondent did argue before the

Court, that the heirs of Kalaimoku had not entered their claim, d an award from the I Pakaka, and that therefore they had lost their rights, by virtue of the statute barring all claims not presented within the time allowed for that purpose. In other words, that the Court is bound to take notice, that the rights of Kalaimoku's heirs have ecome forfeited to the Government by operation of law, and that the Government is now tenant in common with the respondent. But it appears to us, as contended on behalf of complain ant, that the Court cannot proceed upon this assumption. The Hawaiian Government is not and could not become a party to this suit, nor does it appear that the Government has ever insti-tuted any proceedings to enforce a claim to Pakaka as against the heirs of Kalaimoku. Had the Government done so success fully, then, in our opinion, the respondent might with proand success have plead its recovery, as a complete bar to the complainant's suit. But, as we remarked at a former stage of the cause, the title to the land is not put in issue by the pleadngs in this suit; and, as we have said above, if the respondent is bound to account to the present complainant, it is not by rea-

son of privity of estate between them, but by reason of privity of contract, under the agreement of 1827.

It appears by the evidence that Leleiohoku did present a claim for a title to Pakaka before the Land Commission, but his claim does not appear to have been directly adjudicated, nor was any award issued thereon, either to him or to John Pitt Kinau; while Mr. Robinson also presented, a claim moon which the title was Mr. Robinson also presented a claim upon which the title was formally adjudicated, and an award issued to him. But it would seem to us out of order for the Court in this suit, because of the easons in law which we have just stated, to enter upon an ex-imination and decision of the interesting question, as to how far the award obtained by the respondent, whose possession was that also of the other tenant in common, (Thomas' Coke's 1st Iust., Vol. 1, page 758; Kent's Com. 4, p. 387), ought to be regarded as an award also upon the title of his co-tenant, Lelciohoku, and as enuring, in equity, to the benefit of the heirs of Kalaimoku; for the Court will not, although asked to do so, decide in advance questions which are not fairly or necessarily in issue in determining the rights of the only parties now before it. We do not hesitate to say, however, that, as Leleiohoku does not appear to us to have been guilty of contumacy, the way seems fairly open for an application, on the part of the complainant as the repre-sentative of Kalaimoku, to the Government, for a fee simple Patent, based upon the award made in favor of her co-tenant and bailiff, to be issued on payment of the usual commutation which, if obtained, would set the matter at rest. In our opinion, the complainant, so far as now appears, is the ally party entitled to a share of the usufruct with the respon-

dent, and must therefore take a decree against him for an ac But it is contended by counsel for the respondent that, if the court shall decree against him, he is only bound to ac-count for the profits arising from that portion of Pakaka designated as Part i in the Land Commission award. It appears that several years after the date of the grant by Kalaimoku to Mr. Robinson, the Government took possession of a part of the lot comprised in the agreement, for the purpose of enlarging or improving the Fort, and that the part so taken away was never restored to the possession of respondent. When he pre-sented his claim before the Land Commission, as appears by the recital in the award, he demanded an equivalent for what had been taken from him; and as the widow and heir of Leleiohoku were the owners of the adjoining portion of Pakaka, now designated as Part 2, an adjustment was arrived at, after considerable delay, by their consenting, through Governor Kekuanaoa, with the approval of the Government, to add Part 2 to Part 1, so as to include both in the award and survey to be delivered by the Board to Mr. Robinson. An award was issued in accordance with that adjustment, declaring the grant made by Kalaimoku to include within its limits all the land described as Part I and Part 2, which award was accepted by the respondent, who has ever since held possession of the additional piece of ground, deriving profits from its occupation. Counsel argues first, that the tenancy in common in the land, called Part 2, was not conveyed to the re-pondent by the heirs of Kalaimoku, but by the Land Commission, for the King in lieu of the alleged deprivation. He then goes on to argue that the Board had no authority to grant away the land of the heirs of Kalaimoku upon any terms, and that it does not appear they had attempted to do so; and if they had done so, they could not have imposed a covenant upon the re-spondent to accept the grant upon terms to which he did not spondent to accept the grant upon terms to which he did not agree. The unsoundness of this argument seems to us no less apparent than its inconsistency. It might be answered briefly by saying that the Land Commission, with the powers of a Court of Record, was competent to judge of its own authority, and whatever it did was final, unless reversed or modified by the Supreme Court upon appeal. But there is another answer: It is true that the Land Commission had no power to grant away the land of Kalaimoku or his heirs to the response Had the parties appeared as counter claimants to Part 2, the Board could have declared to which of them it belonged; or had there been a dispute as to the boundary line between Part I and Part 2, the Board could have decided that. In this case the question was as to how much land should be included as covered by the agreement of 1827, in view of the alleged deprivation, and the Board, with the consent of the parties interested, settled the question by adding Part 2 to the land previous iv occupied by the respondent, and thereupon issued an award in accordance with one of its standing rules, which, in cases of a title based upon a written grant, required the in cases of a title based upon a written grant, required the award to be made in strict conformity with the terms and conditions of such grant. [Vol. 2 Statute Laws, p. 92, subdiv. 4.] The respondent claimed that Part 2 should be included in his grant; his claim was acceded to, and he accepted an award for the whole, to be held pursuant to the conditions expressed in the agreement of 1827, under which he had made his claim. No new covenant was thrust upon him But it is said no written grant has been shown from the representatives of Kalaimoku to Mr. Robinson, of the land called Part 2. In our opinion none was requisite. We are not aware of any statute of the kingdom, in existence at that time, which rendered void a verbal conveyance of an estate or interest in land, as between the parties to it; and besides that, the objection, if valid, could be obviated even now, under the direction of the Court. Again, this is not a suit for the specific performance of an agreement to convey land, but a suit to enforce the performance of a covenant annexed to a conveyance which has been executed by the delivery of possession.

For these reasons, we are clearly of opinion that the decision of the Chancellor should be affirmed, and the respondent decreed to recovery as half for the conventions. dent decreed to account, as bail if of the complainant, his cotenant, for her share of the usufruct of Part I. from the date t referred to, had not been expressly re- | of the grant by Kalaimoku, and for that of Part 2, from the date of the Land Commission award.
In accordance with the decision of the Chancellor, and in conformity with the practice of this Court, complainant's coun-sel presented the draft of an order requiring the respondent to account, framed in conformity to the prayer of complainant's bill. Respondent's counsel saw fit to permit the order to be

granted by the Chancellor, without their appearing to offer objections, or to show cause against it; but at the hearing be-

fore the full Court, they took exception to the order, on the ground of its being broader in its terms than the agreement of

ground of its being broader in its terms than the agreement of 1827, as they construe it. We have therefore, after considering the arguments of counsel, determined to supersede that order, and to issue in lieu thereof, an order coached in the precise language of the said agreement, requiring the respondent to account for "all the moneys received for the use of the said wharf and premises," so as to afford Mr. Robinson an opportunity to account, in the first instance, upon his own conscience, his own understanding of his agreement with Kalaimoku, and his own sense of right. When the respondent shall have so accounted, if his account should not prove satisfactor, to the complainant, we will then hear the parties further. The fresh order has been prepared under the direction of the Court, and will be appended to this judgment.

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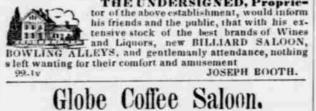
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# Desirable Real Estate FOR SALE! Von HOLT & HEUCK

The fine A 1 Screw Steamer

414 66-95 Tons per Register, BUILT BY PAUL CL RTIS, BOSTON, Mass., in 1860. Has two engines, 26-inch cylinder and 3 feet stroke, constructed at the Atlantic Works, Boston, and all in perfect order; one return flue-boiler, in excellent order, as per report of Surveyors, dated May 5, appointed by the Minister of the Interior Paul Control of Surveyors, thick the Control of Surveyors, the latest and the Interior of Surveyors, th the Interior, copy of which is annexed hereto. This boat is now and has been for the last eighteen months, running in the interisland trade, for which she was built, but being found too large for the purpose, will be sold at a moderate figure. She has handsome and solidly finished cabins, a spar-deck over all, and will carry a large number of passengers or cattle in her 'tween-decks, besides 150 tons of general cargo in her hold, and about 150 tons coal in her bunkers. Speed, between seven and eight knots under steam alone, with a consumption of

only five tons of good fuel in 24 hours, being fitted with a super-heating apparatus, variable cut off, and all the modern improve-ments for saving fuel. She is rigged with two taunt masts, and carries two powerful fore; and aft sails, besides a large square-sail on her foremast—and with her propeller uncoupled, is a match for the smartest fore-and-afters. She would be ready to sail or steam to any part of the world at a few days notice. She sail or steam to any part of the world at a few days notice. She is a remarkably well-built vessel, iron-braced inside, coppered and copper-fastened, and will bear the most thorough and searching examination in every detail. For price and further particulars, apply to JANION, GREEN & CO.,

Agents Hawaiian Steam Navigation Company. [COPY.] Hosolulu, 5th May, 1862.

To His Royal Highness, PRINCE L. KAMEHAMEHA,

Minister of the Interior, &c., &c., &c.

We the undersigned, have, at your request, examined the
Boiler on board the steamer Kilauka, and now make the fol-

lowing report:
In the first place, we consider it to be a stout and strong wellbuilt Boiler. In fact, owing to the great quantity of stays and braces inside, to give it additional strength, has caused, in our opinion, unequal expansion and contraction, which has caused the Plate of the Fire Box to crack, and the necessity of putting on several patches, which make it as good and strong if not stronger than ever. Many may suppose that the cause of patching arose from thin places, burnt thin on account of the large quantities of scale and sediment in the Boiler, but such is not the case, as the Boiler now is clean and clear of all scale and sediment as it is possible for it to be, and we have no hesita-ion in giving our opinion that, with the same good care it has nitherto received, it will last good and strong several year

THOMAS HUGHES, Engineer.

## PROSPECTUS. ALT

THE HAWAIIAN STEAM AND GENER-AL INTER-ISLAND NAVIGATION

COMPANY. Capital \$100,000.

IT IS PROPOSED TO FORM A NEW COM-pany, under the above title, on the following basis: 1st. The Company to consist principally of all the Sugar Companies, Planters, Merchants and Freighters on the different Islands. No one of which to hold a preponderating interest in the Company, or if they do, to have only the same vote as share holders, with less interest.

2d. It is proposed to purchase the steamer "Kilauea," as well as the charter privileges, buildings, &c., of the Hawaiian Steam Navigation Company, at a fair valuation.

3d. To apply to the Legislature now in session for a new Char ter, extending the time of the present one to fifteen years; and to grant the new Company a subsidy for carrying the mails, and the privilege of having steamers of a size to suit the trade, and to be allowed also to own and run schooners if they choose; but the schooners to have no special privileges. The Company to forfeit all their privileges should they fail for twelve months to run a steamer of not less than 180 tons.

4th. To run the "Kilauen" in the meantime, as long as she pays her expenses, or until she can be sold, when a suitable boat is to be purchased or ordered, such as the Company may decide

5th. To purchase clipper Schooners, or admit them into the Company at a valuation. The Company to run them until they find by experience, whether it will be to their interest to replace them with, or convert them into steam vessels. It will be seen that on this principle, the Planters and the Public, as well as the new Company, place themselves in an absolutely safe position, for they will have it in their power to command the freights, and to run steamers or sailing vessels, or both, whichever proves to be most profitable and most to the general interest, whilst the planters will never be left without vessels to bring their produce to market. The object of dividing up the shares is, besides the evident one of interesting the whole community, that the hoats can be run without insurance, as the interest that each person holds being small, and also each share-holder owning a share in a number of comparatively small vesseis, one insures the other; whilst should their large steamer be lost, the schooners or steam-schooners would do a good business and pay interest on her cost and their own, until a new vesse could be obtained. With regard to the Charter to be applied for, no delay need

take place in applying for shares in the new Company on that account, as until it is obtained the purchase will not go into effect, unless by consent of the Shareholders.

No cash advances will be required by Shareholders, as the approved notes of any Merchant, Planter or citizen, will be taken for the property to be purchased. No one applying for shares will be bound to take them until he approves of the steps taken, and resolutions passed at the first meeting of the subscribers, the date of which will be duly advertised; and if he does not approve of same, he can withdraw

Application for shares will be received by the undersigned in the form hereto annexed. It is proposed that no one firm or in-dividual be allowed to take more than \$3000 interest in the new Company, or if they do, that they will have the same number of votes as a shareholder holding \$3000 stock.

All applications for shares will be granted in the order they are received by the undersigned. W. L. GREEN, Secretary to the Hawaiian Steam and General Inter-Island Navigation Co.

[FORM OF APPLICATION FOR SHARES.]

Sin :- We will thank you to enter our names for \$ .. stock in the Hawaiian Steam and General Inter-Island Naviga-tion Company, on the understanding that we are allowed to withdraw our application, should the general course of action at the first meeting of the Subscribers not meet with our approbation, or the terms of payment not suit us. W. L. GREEN, Secretary to the Haw. Steam and General Inter-Island Navigation Co.

HONOLULU STEAM BISCUIT BAKERY!



THE UNDERSIGNED WOULD RESPECThelis prepared to furnish Pilot and Navy Bread, Water Crackers

FANCY BISCUITS

PRICES TO DEFY COMPETITION! SHIP BREAD REBAKED!

Orders from the other islands promptly attended to. ROBERT LOVE,

Orders in Honolulu for shipping to be left with Messrs Wilcox, Richards & Co., Queen St. 11-tf

HORSE SHOEING. Prices Greatly Reduced

Wm. Duncan's. OWING TO THE HARD TIMES, the undersigned is prepared to Shoc Horses, and do all other work in his line at greatly reduced prices from former charge.

37 All work warranted to give perfect satisfaction.

WM. DUNCAN,

King Street, opposite the Station House W. D. also begs respectfully to return thanks to the public, who have so long patronised him, and hopes for a continual of their favors.

Merchant's Exchange

THE PROPRIETOR OF THE MERchant's Exchange Hotel begs to inform the Public that he has erected two superior

MARBLE BOWLING ALLEYS! Mr. W. B. CARROLL, will have charge of the Alleys, and all those wishing to engage in this health-giving game are invited to give him a call, the Proprietor pledging himself that nothing shall be wanting on his part to render his Alleys the most agreeable place of resort for recreation and amusement in Ho-

The only Depot where Meyers' Butter is sold. Fresh Molokai Butter! Meyers' Dairy

Regularly received and constantly for sale by
51y

J. STEWARD, Grocer, Horel Street.

Advertisements.

JUST RECEIVED,

From Hamburg! MERCHANDISE AN INVOICE OF CAREFULLY SELECTED

### Dry Goods.

Plain black Alpacca, Orleans and Paramatta, Figured black do, do Plain blue do, do Figured blue do, do Fine French Calico, new patterns, White Madapolams, assorted, White Imperials,

Woolen Blankets, white, red and blue. Clothing and Shirts.

Cottonade Pants, Half wool Pants.

Black Cloth,

Gray Domestics and blue Domestics,

Half finen Pants, A small lot of fine Linen Bosom Shirts, An assortment of white & col'd do, Fancy Regatta Shirts. Hickory do, Black silk Hdkfs.

HOSIERY.

A large assortment of different qualities Undershirts, Merino, merino finish and silk Ladies' fine white Hose, Gentlemen's fine white and brown Half Hose, Do blue mixed

### A large assortment of Children's Hosiery. BOOTS & SHOES.

Gentlemen's French calf Boots. do do Shoes, elastic Ties, riding top Boots, Do cloth and lasting Gaiters, Ladies' do Children's Shoes.

SADDLERY.

Fine English and French hogskin Saddles, A few superior ladies' Side Saddles, Riding Whips.

PONCHOS. A small lot of Ponchos, various kinds and styles, amongst which are a few of very superior quality in Wool, Velvet and Silk!

SUNDRIES. Ladies' "en tont cas" Umbrellas, House Paper, Playing Cards, Sheath Knives,

Pocket Knives

Saw Files, Kid Gloves for ladies and gentlemen, A small lot of choice Havana Cigars, A select ass't of Paris and Berlin Fancy Articles.

German Ale, in 4 doz. bbls., Cases Hock Wine, Rudesheimer, Scharlachberger, Johannisberger,

Liebfrauen Milch Champagne, in pts. and qts.

### Shortly Expected Per British Screw Steamer



### THAMES,

From LONDON! TURKEY RED and Yellow Prints, Turkey Red and Yellow Handkerchiefs, English Saddles, Brussels Carpets,

Piesse & Lubin's Extracts,

VICTORIA BRAND

Ale & Porter, - and Ale in hhds.! JANION, GREEN & Co.

## JAMES A. BURDICK, COOPER & GUAGER!

IN REMOVING HIS BUSINESS TO his new cooperage on the esplanade, Fort
Street, takes this opportunity of returning
his sincere thanks to his friends and the public in general, for
the support and patromage which they have been pleased to
grant to him for the past ten years, and hopes that by attention
to business and promptness in the execution of all orders intrusted to him, to merit a continuance of their favors. On Hand and for Sale

Upwards of 4000 bbls of all sorts and sizes of casks.

THE UNDERSIGNED OFFERS FOR SALE Casks India Pale Ale, qts. & pts.

Hhds. Strong Ale. The above is from the justly celebrated House of John Jeffrey & Co , of Edinburg. ALEX. J. CARTWRIGHT

EX ORIENTAL! JUST RECEIVED!

And for sale by the Undersigned CASES MALCOM TOBACCO, 10s, 113 lbs each, Boxes "Mary & Jane," do
" "Moore" do
" "Hydromel" do % Ds, 23 " % Ds, 21 " MELCHERS & CO. "M. Rae"

Window Shades! COMPLETE WITH ALL THE FIXTURES. SMALL LOT OF DIFFERENT STYLES AND Sizes, plain and highly ornamer

-ALSO-HOUSE PAPER, ex 'Schwinge.' Now opened, and in various new and pretty patterns. For VON HOLT & HEUCK.

FOR SALE! JUST received and for sale by the undersigned

75 Barrels Hawaiian Beef.

Warranted, Packed and Cured in Turk's Island salt.

Advertisements.

The Undersigned!

# FOR SALE!

MODERATE RATES! A Large Stock of

### AMONGST WHICH ARE DRY GOODS!

FANCY PRINTS, of a great variety of styles and

Mourning Prints, Two-blue Prints. Indigo blue Cottons,

Minute Pattern Turkey red and yellow Prints, white ground Muslins, small patterns; white ground Muslin, medium patterns; Brilliants small and medium patterns, black and white tape check

kerchiefs. Cotton Sheeting, white cotton Drills, Victoria Lawns, Bed. ticks, Drab Moleskin, a great variety of

Embroidered silk figured Alpacas, Fine black Alpacas, Black and colored figured Lustres,

Plain blue Flannel, Black Satinett, Common black and blue Cloth.

Blue Blankets, all sizes, Scarlet Blankets, all sizes, Common Blankets, for horse cloth, Brussels and velvet Carpeting,

Railway Rugs,

Velvet Rugs, Woollen Plaids,

Huckaback Towels and Toweling, Linen Handkerchiefs, Plain white and fancy Linen Drille,

> Shirts of all qualities, Woollen Undershirts, Worsted Stockings, white

Assorted qualities of Pelt Hats, Ladies' Riding irats, Oxford Tie Shoes, Children's

Olives,

Pie Fruits, Jams, Sauces, Currie Powder. Mustard. Table Salt. Salad Oil, Bloater Paste

Scotch Oatmeal. Candied Peel, Fancy Biscuits, Candies, BLACK TEA!

Marking Ink, Seidlitz Powder. SUNDRIES.

Pellon Rugs, Boiled Linseed Oil, Cotton Umbrellas, Silk Umbrellas Hughes &

Sarsaparilla. ANCHORS & CHAINS Bar Iron, ass't, Tin Plate, IC and IX,

Sets Sugar Pans. Nobles & Houre's assorted Varnishes,

LIQUORS. Bottled Ale and Porter, various brands,

Draught Ale in hhds, Martell's Brandy, in qr casks, Hennessy's Brandy, in qr crsks, Otard's Brandy, in qr casks,

> Cases Cognac, Cases Ginger Brandy, Cs Royal Highland Whisky, Cases Scotch Whisky.

Cases Glenlivet Whisky, The celebrated Pale Orange Bitters, Cases Duff Gordon Sherry, Cazes superior Pale Sherry, Cases Sandeman's Port, Cases Champagne, Forestier Fis.

> Cases Absynth. Earthenware.

White Granite Dinner Sets, White Granite Toa Sets Dishes, Plates, Jugs, Mugs,

Breakfast Cups and Saucers, Ewers and Basins, Cover Dishes, Yellow Nappies, Teapots.

to suit families, at unprecedentedly low rates, to close ship-

CROP 1862!

Children's Shoes! IN great Variety and Style, well made. For sale by [83] Vos HOLT & HEUCK.

Paty, Esq., having been appointed Administrators of the Estate of José Nadal, late of Honolulu, deceased, all persons having claims against the said estate are requested to present the same to the undersigned forthwith, for adjustment and payment, and all persons owing the said estate are notified to make

Oct. 7th, 1861, Honoiulu, Oahu.

Administrator's Notice.

ALL PERSONS in any way indebted to the Estate of Henry Robinson, late of Honolu'u, merchant, deceased, are requested to make immediate payme it to the undersigned. All having any demands against the said estate are notified to present them immediately.

CHAS. C. HARRIS, Administrator.

Oct. 17th, 1861, Honolulu, Oahu.

BOUND VOLUMES.

Dyed Cottons,

Muslins, plain Turkey Red Cloth, Cotton Hand-

### cotton Trowserings, PLAIN BLACK SILK.

fancy figured Silks. Pure silk Handkerchiets, Sewing Silk,

> Plain colored Lustres, Superfine black and blue Cloth, Superfine black Cassimere,

Black and fancy Doeskins and mixed Trowserings, White Blankets, all sizes,

Linen Sheeting!

Brown Holland. Clothing, Shirts, Shoes, etc. etc. Black Cloth Pants, best Pilot Jackets, common do, blue serge

Shirts, assorted; Regatta do., Boots and Shoes, Crimean Boots,

Superior cotton half Hose, embroidered cotton Overshirts GROCERIES! Brown Soap, Pickles,

Best English Saddles, common do,

Jones' Perfumery Essence of Sandal Wood, Fencing Wire. Windsor Soap,

Boiler Plate, Bright Iron Wire, Iron Safes.

ROSKELL'S WATCHES (Gold and Silver )

Common Brandy, in qr casks,

Cases Old Tom Gin.

Cases Claret, Chateaux Margaux, Cases Claret, St. Julien,

> Metal covered Jugs, Bowls, Chambers

N. B.—This Earthenware is now open, and is offered in lots Janion, Green & Co.

Sugar and Molasses! FROM TITCOMB'S PLANTATION: ALDRICH, WALKER & CO.

ADMINISTRATOR'S NOTICE! DRINCE LOT KAMEHAMEHA AND JOHN

DOUND VOLUMES OF THE "POLYNESIAN" FOR 1859-60 (Vol XVI) for sale at this Office. Price \$6.

CHAS, BREWER, 2D.